

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

DAMONIE EARL, LINDA RUGG, ALESA §
BECK, TIMOTHY BLAKEY, JR., §
STEPHANIE BLAKEY, MARISA §
THOMPSON, MUHAMMAD MUDDASIR §
KHAN, ELIZABETH COOPER, JOHN §
ROGERS, VALERIE MORTZ-ROGERS, §
and LAKESHA GOGGINS, each §
individually and on behalf of all others §
similarly situated, §

Plaintiffs, §

v. §

THE BOEING COMPANY and §
SOUTHWEST AIRLINES CO., §

Defendants. §

Civil Action No. 4:19-cv-00507

**SOUTHWEST'S ANSWER TO PLAINTIFFS'
CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

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Attorneys for Defendant Southwest Airlines Co.

Defendant Southwest Airlines Co. (“Defendant” or “Southwest”) files this Answer to the Class Action Complaint and Demand for Jury Trial (the “Complaint”) of Plaintiffs Damonie Earl, Linda Rugg, Alesa Beck, Timothy Blakey, Jr., Stephanie Blakey, Marisa Thompson, Muhammad Muddasir Khan, Elizabeth Cooper, John Rogers, Valeria Mortz-Rogers, and Lakesha Goggins (ECF No. 1), as follows:

INTRODUCTION

1. Southwest admits that it filed a Form 10-K with the United States Securities and Exchange Commission (“SEC”) on February 17, 2018, the text of which speaks for itself. Southwest denies all remaining allegations in Paragraph 1.

2. Southwest denies the allegations in Paragraph 2. Southwest specifically denies that it lied to and/or defrauded customers, regulators, its own pilots, or its own employees.

3. Southwest denies the allegations in Paragraph 3.

4. Southwest denies the allegations in Paragraph 4.

5. Southwest denies the allegations in Paragraph 5 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 5 and therefore denies them on that basis.

6. Southwest denies the allegations in Paragraph 6.

7. Southwest denies the allegations in Paragraph 7. Specifically, Southwest denies that it would ever knowingly risk the lives of its customers, its pilots, and its other employees.

8. Southwest denies the allegations in Paragraph 8 that pertain to Southwest. Southwest additionally, specifically, and vehemently denies that “the 737 MAX 8 was so defective and poorly designed that it could easily kill you.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 8.

9. Southwest denies the allegations in Paragraph 9.

10. Southwest denies Plaintiffs' allegations in Paragraph 10.

11. Southwest denies the allegations in Paragraph 11.

12. Southwest admits that it has ordered 737 MAX 8 aircraft from Boeing and admits that Airbus manufactures the A320neo. Southwest denies all remaining allegations in Paragraph 12, including the allegations contained within the footnote attached to this Paragraph.

13. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 13 and therefore denies them on that basis.

14. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 14 and therefore denies them on that basis.

15. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 15, the footnote attached to Paragraph 15, and the image included below Paragraph 15 and therefore denies them on that basis.

16. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 16 and therefore denies them on that basis.

17. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 17 and therefore denies them on that basis.

18. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 18 and therefore denies them on that basis.

19. Southwest denies the allegations in Paragraph 19 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 19 and therefore denies them on that basis.

20. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 20 and therefore denies them on that basis.

21. Southwest denies the allegations in Paragraph 21 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 21 and therefore denies them on that basis.

22. Southwest admits that it received a delivery of MAX 8 aircraft from Boeing on August 29, 2017, that Southwest had contracts with Boeing, and that Southwest was a launch customer for the MAX 8. Southwest denies the remaining allegations in Paragraph 22.

23. Southwest denies the allegations in Paragraph 23.

24. Southwest denies the allegations in Paragraph 24.

25. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 25 and therefore denies them on that basis.

26. Southwest denies the allegations in Paragraph 26 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 26 and therefore denies them on that basis.

27. Southwest denies the allegations in Paragraph 27 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 27 and therefore denies them on that basis.

28. Southwest denies the allegations in Paragraph 28 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 28 and therefore denies them on that basis.

29. Southwest denies the allegations in Paragraph 29 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 29 and therefore denies them on that basis.

30. Southwest denies the allegations in Paragraph 30.

31. Southwest denies the allegations in Paragraph 31.

32. Southwest denies the allegations in Paragraph 32 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 32 and therefore denies them on that basis.

33. Southwest admits that it provided its pilots with training based on, among other things, information received from Boeing. Southwest denies the remaining allegations in Paragraph 33 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 33 and therefore denies them on that basis, including the allegations contained within the footnote attached to this Paragraph.

34. Southwest denies the allegations in Paragraph 34.

35. Southwest denies the allegations in Paragraph 35 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 35 and therefore denies them on that basis.

36. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 36 and therefore denies them on that basis.

37. Southwest denies the allegations in Paragraph 37 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 37 and therefore denies them on that basis.

38. Southwest denies the allegations in Paragraph 38 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 38 and therefore denies them on that basis.

39. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 39 and therefore denies them on that basis.

40. Southwest admits that, on March 13, 2019, the Federal Aviation Administration ("FAA") issued an "Emergency Order of Prohibition" that grounded Boeing 737 MAX 8 aircraft (A) operated by U.S.-certified operators and (B) operated in the United States. Southwest admits that there were cancelled flights, along with ticket refunds, modification of flight routes, and schedules after the grounding. Southwest denies all remaining allegations in Paragraph 40.

41. Southwest denies the allegations in Paragraph 41 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 41 and therefore denies them on that basis.

42. Southwest denies the allegations in Paragraph 42 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 42 and therefore denies them on that basis.

43. Southwest denies the allegations in Paragraph 43.

44. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 44 and therefore denies them on that basis.

45. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 45 and therefore denies them on that basis.

46. Southwest denies the allegations in Paragraph 46 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 46 and therefore denies them on that basis.

47. Southwest admits that Southwest passengers flew on the MAX 8 between October 2017 and March 2019. Southwest denies all remaining allegations in Paragraph 47 that pertain to

Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 47 and therefore denies them on that basis.

PARTIES

I. Defendants

48. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 48 and therefore denies them on that basis.

49. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 49 and therefore denies them on that basis.

50. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 50 and therefore denies them on that basis.

51. Southwest admits the allegations in Paragraph 51.

II. Plaintiffs

52. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in the first sentence of Paragraph 52, about whether Plaintiffs themselves "purchased tickets," and therefore denies them on that basis. Southwest states that the second and third sentences in Paragraph 52 contain legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in the second and third sentences of Paragraph 52.

53. Southwest states that Paragraph 53 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in Paragraph 53.

54. Southwest states that Paragraph 54 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in Paragraph 54.

55. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the name of Linda Rugg for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 55 and therefore denies them on that basis.

56. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 56 and therefore denies them on that basis.

57. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the name of Alisa Beck for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 57 and therefore denies them on that basis.

58. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the names of Timothy Blakey, Jr. and Stephanie Blakey for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 58 and therefore denies them on that basis.

59. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the name of Marisa Thompson for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 59 and therefore denies them on that basis.

60. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the name(s) of Elizabeth Cooper for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 60 and therefore denies them on that basis.

61. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the name of Damonie Earl for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 61 and therefore denies them on that basis.

62. Southwest admits that one or more tickets to fly on a Southwest aircraft were issued under the names of John Rogers and Valerie Mortz-Rogers for flight(s) between August 29, 2017, and March 13, 2019. Southwest denies the allegation about a “Class Period.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 62 and therefore denies them on that basis.

63. Upon information and belief, Southwest denies that one or more tickets to fly on a Southwest aircraft were issued under the name of Lakesha Goggins for flight(s) between August 29, 2017, and March 13, 2019. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 63 and therefore denies them on that basis.

64. Southwest states that Paragraph 64 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest acknowledges that Plaintiffs are attempting to certify this lawsuit as a class action but denies that certification is warranted.

JURISDICTION AND VENUE

65. Southwest states that Paragraph 65 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies that the Court has subject matter jurisdiction over this action, that Southwest has violated any statute under which Plaintiffs have instituted this action, denies each and every other allegation in Paragraph 65, and denies that Plaintiffs are entitled to relief in any amount under any statute under which Plaintiffs have initiated this action.

66. Southwest states that Paragraph 66 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in Paragraph 66.

67. Southwest states that Paragraph 67 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest admits that it is a Texas corporation with its principal place of business in Dallas, Texas but, otherwise, denies the allegations in Paragraph 67 and footnote 5 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 67 and therefore denies them on that basis.

68. Southwest states that Paragraph 68 contains legal conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in Paragraph 68. Southwest specifically denies that it engaged in any purported "conspiracy" or committed any "potential wire fraud."

FACTS

I. The Southwest and Boeing Relationship: No “Relationship Like It in the History of the Airline Industry.”¹

69. Southwest admits that Herb Kelleher was a founder of Southwest and that in the late 1990s Philip Condit was the CEO of Boeing. Southwest denies Plaintiffs’ remaining allegations in Paragraph 69.

70. Southwest denies the allegations in Paragraph 70.

71. Southwest admits that it took delivery of Boeing 737 aircraft in 1971. Southwest denies the remaining allegations in Paragraph 71.

72. Southwest admits that it has been a launch customer for one or more of Boeing’s 737 model aircraft. Southwest denies the remaining allegations in Paragraph 72 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 72 and therefore denies them on that basis.

73. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 73 and therefore denies them on that basis.

74. Southwest denies the allegations in Paragraph 74.

75. Southwest denies that it has a collusive relationship of any form with Boeing. Southwest denies Plaintiffs’ allegations in the second and third sentences of Paragraph 75 in that they paraphrase, mischaracterize, and fail to set forth completely the full content and context of an alleged Wall Street Journal publication. Southwest denies the allegations in the fourth and fifth sentences of Paragraph 75.

¹ Southwest copies the headings and subheadings from Plaintiffs’ Original Complaint for organizational purposes only. Although no answer is required in response to allegations in headings and subheadings, Southwest denies all of the allegations contained within all of the headings and/or subheadings within Plaintiffs’ Original Complaint.

76. Southwest denies the allegations in Paragraph 76.

77. Southwest denies the allegations in Paragraph 77.

78. Southwest denies the allegations in Paragraph 78.

79. Southwest denies the allegations in Paragraph 79.

80. Southwest admits that it does not currently fly Airbus aircraft. Southwest denies Plaintiffs' remaining allegations in Paragraph 80.

81. Southwest denies the allegations in Paragraph 81.

82. Southwest admits that it has employed former Boeing employees but otherwise denies Plaintiffs' remaining allegations in Paragraph 82 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 82 and therefore denies them on that basis.

83. Southwest denies the allegations in Paragraph 83.

84. Southwest admits that its current commercial fleet consists of only Boeing 737s and that, in its filings, it has reported orders and options for 737 MAX aircraft. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 84 and therefore denies them on that basis.

85. Southwest admits that it receives economic benefits from its business model. Southwest denies Plaintiffs' remaining allegations in Paragraph 85 in that they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statements.

86. Southwest admits that the excerpted statement quoted by Plaintiffs in Paragraph 86 has appeared in at least one of its filings with the SEC, the text of which speaks for itself. Southwest denies the remaining allegations in Paragraph 86.

87. Southwest denies the allegations in Paragraph 87.

88. Southwest admits that an incident on a Boeing 737-700 occurred on April 17, 2018, and that a passenger died. Southwest denies the remaining allegations in Paragraph 88.

89. Southwest denies the allegations in Paragraph 89.

90. Southwest denies the allegations in Paragraph 90.

91. Southwest admits that it took delivery of twenty-six new 737-800 aircraft and one pre-owned Boeing 737-700 from a third party during 2018 and admits that, as of December 31, 2018, Southwest had firm orders in place with Boeing for 219 MAX 8 aircraft and thirty 737 MAX 7 aircraft. Southwest denies the remaining allegations in Paragraph 91.

92. Southwest denies the allegations in Paragraph 92.

93. Southwest denies the allegations in Paragraph 93.

94. Southwest denies the allegations in Paragraph 94.

II. The Development of the 737 MAX 8 and Its Fatal Design

95. Southwest admits that Boeing and Airbus sell competing products. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 95 and therefore denies them on that basis.

96. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 96 and therefore denies them on that basis.

A. Boeing's Rapid Response to Airbus

97. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 97 and therefore denies them on that basis.

98. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 98 and therefore denies them on that basis.

99. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 99 and therefore denies them on that basis.

100. Southwest admits that the Boeing 737 MAX 8 had different engines than Boeing's 737-800NG. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 100 and therefore denies them on that basis.

101. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 101 and therefore denies them on that basis.

102. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 102 and therefore denies them on that basis.

103. Southwest states that Paragraph 103 contains alleged excerpted legal statements and conclusions and therefore no answer is required. To the extent an answer is required, Southwest denies Plaintiffs' allegations in Paragraph 103 in that they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the cited materials.

B. The Maneuvering Characteristics Augmentation System

104. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 104 and therefore denies them on that basis.

105. Southwest admits that Boeing added the Maneuvering Characteristics Augmentation System, or MCAS, to the MAX 8. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 105 and therefore denies them on that basis.

106. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 106 and therefore denies them on that basis.

107. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 107 and therefore denies them on that basis.

C. The MCAS's Defective Design

108. Southwest denies that it “well knew” anything about the MCAS’s alleged defective design. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 108 and therefore denies them on that basis.

1. The Single Sensor Aspect

109. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 109 and therefore denies them on that basis.

110. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 110 and therefore denies them on that basis.

111. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 111 and therefore denies them on that basis.

112. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 112 and therefore denies them on that basis.

113. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 113 and therefore denies them on that basis.

114. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 114 and therefore denies them on that basis.

2. The Failure-Rate Aspect

115. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 115 and therefore denies them on that basis.

116. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 116 and therefore denies them on that basis.

117. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 117 and therefore denies them on that basis.

118. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 118 and therefore denies them on that basis.

119. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 119 and therefore denies them on that basis.

3. The Disagree Aspect

120. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 120 and therefore denies them on that basis.

121. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 121 and therefore denies them on that basis.

122. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 122 and therefore denies them on that basis, including the allegations contained within the footnote attached to this Paragraph.

123. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 123 and therefore denies them on that basis.

124. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 124 and therefore denies them on that basis.

125. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 125 and therefore denies them on that basis.

4. The Secrecy Aspect

126. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 126 and therefore denies them on that basis.

127. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 127 and therefore denies them on that basis.

128. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 128 and therefore denies them on that basis.

129. Southwest denies the allegation in Paragraph 129 that it "said nothing about the MCAS to avoid the significant costs of having to train pilots in simulators or to prepare them for failure modes unique to the MAX 8, including any malfunction of the MAX 8's AoA Sensors or an error that would cause the MCAS to push aircraft into a nose-down position and dive towards the ground." Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 129 and therefore denies them on that basis.

130. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 130 and therefore denies them on that basis.

131. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 131 and therefore denies them on that basis.

5. The Manual-Disengagement Aspect

132. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 132 and therefore denies them on that basis.

133. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 133 and therefore denies them on that basis.

134. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 134 and therefore denies them on that basis.

135. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 135 and therefore denies them on that basis.

136. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 136 and therefore denies them on that basis.

137. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 137 and therefore denies them on that basis.

138. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 138 and therefore denies them on that basis.

139. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 139 and therefore denies them on that basis.

6. The Machine-Over-Man Aspect

140. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 140 and therefore denies them on that basis.

141. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 141 and therefore denies them on that basis.

142. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 142 and therefore denies them on that basis.

143. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 143 and therefore denies them on that basis.

144. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 144 and therefore denies them on that basis.

145. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 145 and therefore denies them on that basis.

146. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 146 and therefore denies them on that basis.

147. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 147 and therefore denies them on that basis.

148. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 148 and therefore denies them on that basis.

149. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 149 and therefore denies them on that basis.

150. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 150 and therefore denies them on that basis.

151. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 151 and therefore denies them on that basis, including the allegations contained within the footnote attached to this Paragraph.

D. Boeing's Misrepresentations to Regulators and the MAX 8 Approval Process

152. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 152 and therefore denies them on that basis.

153. Southwest admits that the FAA operates the "Organization Designation Authorization Program" through which it has the power to delegate aspects of the certification process. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 153 and therefore denies them on that basis.

154. Southwest admits that the FAA operates the "Organization Designation Authorization Program" through which it has the power to delegate aspects of the certification process. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 154 and therefore denies them on that basis.

155. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 155 and therefore denies them on that basis.

156. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 156 and therefore denies them on that basis.

157. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 157 and therefore denies them on that basis.

158. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 158 and therefore denies them on that basis.

159. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 159 and therefore denies them on that basis.

160. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 160 and therefore denies them on that basis.

161. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 161 and therefore denies them on that basis.

162. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 162 and therefore denies them on that basis.

163. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 163 and therefore denies them on that basis, including the allegations contained within the footnote attached to this Paragraph.

E. Southwest's Involvement with the Development, Specification, and Testing of the MAX 8.

164. Southwest denies the allegations in Paragraph 164 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 164 and therefore denies them on that basis.

165. Southwest denies the allegations in Paragraph 165 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 165 and therefore denies them on that basis.

166. Southwest denies the allegations in Paragraph 166 in that they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statement.

167. Southwest admits that it placed its first order of MAX 8 aircraft in 2011 and that it, along with other airlines, participated in certain aspects of testing the MAX 8. Southwest denies the remaining allegations in Paragraph 167.

168. Southwest denies the allegations in the first two sentences of Paragraph 168. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 168 and therefore denies them on that basis.

169. Southwest denies the allegations in Paragraph 169 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 169 and therefore denies them on that basis.

170. Southwest denies the allegations in Paragraph 170.

171. Southwest denies the allegations in Paragraph 171 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 171 and therefore denies them on that basis.

172. Southwest denies the allegations in Paragraph 172 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 172 and therefore denies them on that basis.

173. Southwest admits that it took delivery of its first MAX 8 on August 29, 2017. Southwest denies the remaining allegations in Paragraph 173.

174. Southwest admits that it performed inspections of the MAX 8 after it took delivery of the MAX 8 aircraft. Southwest denies the remaining allegations in Paragraph 174.

175. Southwest admits that its purchase agreement with Boeing relating to the MAX 8 contains provisions regarding features of the MAX 8, as well as multiple provisions, tables, and exhibits, and that versions of that agreement were filed with the SEC. Southwest denies the remaining allegations in Paragraph 175.

176. Southwest admits that its purchase agreement with Boeing relating to the MAX 8 contains provisions regarding features of the MAX 8 and pricing. Southwest denies the remaining allegations in Paragraph 176.

177. Southwest admits that it issued a press release on October 1, 2017, excerpts from which are quoted in Paragraph 177. Southwest denies the remaining allegations in Paragraph 177 to the extent they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the press release.

178. Southwest denies the allegations in Paragraph 178 in that they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statement.

III. The Crash of Lion Air Flight 610

A. The Crew Struggles for Eleven Minutes with the MCAS Before All Aboard Perish

179. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 179 and therefore denies them on that basis.

180. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 180 and therefore denies them on that basis.

181. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 181 and therefore denies them on that basis.

182. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 182 and therefore denies them on that basis.

183. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 183 and therefore denies them on that basis.

184. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 184 and therefore denies them on that basis.

B. Boeing's Response to Lion Air Crash

185. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 185 and therefore denies them on that basis.

186. Southwest admits that the FAA issued an airworthiness directive on November 7, 2018, the text of which speaks for itself. Southwest denies the remaining allegations in Paragraph 186.

187. Southwest admits that the FAA's November 7, 2018 airworthiness directive did not mention MCAS. Southwest denies the remaining allegations in Paragraph 187.

188. Southwest admits that the FAA issued an airworthiness directive on November 7, 2018, the text of which speaks for itself. Southwest denies the remaining allegations in Paragraph 188.

189. Southwest admits that the FAA issued an airworthiness directive on November 7, 2018, the text of which speaks for itself. Southwest denies the remaining allegations in Paragraph 189.

190. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 190 and therefore denies them on that basis.

191. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 191 and therefore denies them on that basis.

192. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 192 and therefore denies them on that basis.

193. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 193 and therefore denies them on that basis.

194. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 194 and therefore denies them on that basis.

195. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 195 and therefore denies them on that basis.

196. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 196 and therefore denies them on that basis.

197. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 197 and therefore denies them on that basis.

198. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 198 and therefore denies them on that basis.

199. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 199 and therefore denies them on that basis.

C. Southwest Makes False Statements Nearly Identical to Boeing's and Quietly Installs AoA Indicators, Pretending They Were Always There

200. Southwest admits that the Lion Air incident in 2018 happened after the incident that occurred on a Southwest flight on April 17, 2018. Southwest denies the remaining allegations in Paragraph 200.

201. Southwest admits that its 10-K filing for 2018 with the SEC contains the language quoted in Paragraph 201. Southwest denies the remaining allegations in Paragraph 201.

202. Southwest denies the allegations in Paragraph 202.

203. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 203 and therefore denies them on that basis.

204. Southwest denies the allegations in Paragraph 204 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 204 and therefore denies them on that basis.

205. Southwest denies the allegations in Paragraph 205.

206. Southwest admits that it communicated with its pilots regarding procedures for its pilots at or around the time of the FAA's November 7, 2018 airworthiness directive. Southwest denies the remaining allegations in Paragraph 206.

207. Southwest denies the allegations in Paragraph 207.

208. Southwest denies the allegations in Paragraph 208.

209. Southwest denies the allegations in Paragraph 209.

210. Southwest denies the allegations in Paragraph 210 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 210 and therefore denies them on that basis.

211. Southwest denies the allegations in Paragraph 211 entirely and because they paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statements.

212. Southwest denies the allegations in Paragraph 212.

213. Southwest denies the allegations in Paragraph 213.

214. Southwest denies the allegations in Paragraph 214.

215. Southwest denies the allegations in Paragraph 215.

D. Pilots Demand Answers

216. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 216 and therefore denies them on that basis.

217. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 217 and therefore denies them on that basis.

218. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 218 and therefore denies them on that basis.

219. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 219 and therefore denies them on that basis.

IV. Disaster Strikes Again: The Crash of Ethiopian Airlines Flight 302

A. The Accident

220. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 220 and therefore denies them on that basis.

221. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 221 and therefore denies them on that basis.

222. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 222 and therefore denies them on that basis.

223. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 223 and therefore denies them on that basis.

B. The Immediate Aftermath and Southwest's False Assurances of Safety

224. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 224 and therefore denies them on that basis.

225. Southwest admits that airline passengers make decisions based on multiple factors, including, but not limited to, airport location and flight time. Southwest denies the allegations to

the extent they allege that Southwest has hidden anything from its passengers. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 225 and therefore denies them on that basis.

226. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 226 and therefore denies them on that basis.

227. Southwest admits that the FAA issued a statement on March 11, 2019, that contains the excerpted language quoted in Paragraph 227, the text of which speaks for itself.

228. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 228 and therefore denies them on that basis.

229. Southwest admits that it issued a statement from its Twitter account on March 10, 2019, that contains the language quoted in Paragraph 229, which speaks for itself. Southwest denies the remaining allegations in Paragraph 229.

230. Southwest denies the allegations in Paragraph 230.

231. Southwest admits that Paragraph 231 contains screenshots of two tweets from Southwest Airlines, the text of which speaks for itself. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 231 regarding the two tweets by third parties and therefore denies them on that basis. Southwest denies the remaining allegations in Paragraph 231.

232. Southwest denies the allegations in Paragraph 232.

233. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 233 regarding the tweets by third parties and therefore denies them on that basis. Southwest denies the remaining allegations in Paragraph 233.

234. Southwest admits that Paragraph 234 contains a screenshot of a tweet from Southwest Airlines, the text of which speaks for itself. Southwest denies the remaining allegations in Paragraph 234.

235. Southwest admits that Paragraph 235 contains a screenshot of a tweet from Southwest Airlines, the text of which speaks for itself. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 235 regarding the two tweets by third parties and therefore denies them on that basis. Southwest denies the remaining allegations in Paragraph 235.

236. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 236 and therefore denies them on that basis.

237. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 237 and therefore denies them on that basis.

238. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 238 and therefore denies them on that basis.

239. Southwest denies the allegations in Paragraph 239 that pertain to Southwest regarding Southwest's use of "virtually identical words in their attempt to calm the markets and signal safety to customers—demonstrating the careful coordination of the two companies' false messaging." Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 239 and therefore denies them on that basis.

240. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 240 and therefore denies them on that basis.

241. Southwest admits that the FAA issued a statement on March 12, 2019, that contains the excerpted language quoted in Paragraph 241, which speaks for itself. Southwest denies the remaining allegations in Paragraph 241.

242. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 242 and therefore denies them on that basis.

243. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 243 and therefore denies them on that basis.

244. Southwest denies the allegations in Paragraph 244 and its footnote that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 244 and therefore denies them on that basis.

245. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 245 and therefore denies them on that basis.

246. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 246 and therefore denies them on that basis.

247. Southwest denies the allegations in Paragraph 247 to the extent they purport to apply to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 247 and therefore denies them on that basis.

248. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 248 and therefore denies them on that basis.

249. Southwest denies the allegations in Paragraph 249.

C. The FAA Finally Grounds the 737 MAX 8

250. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 250 and therefore denies them on that basis.

251. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 251, including the allegations contained within the footnote attached to the Paragraph, and therefore denies them on that basis.

252. Southwest admits that the FAA issued an Emergency Order of Prohibition on March 13, 2019, which is quoted as an excerpt in Paragraph 252 and which speaks for itself.

253. Southwest admits that it canceled flights after March 13, 2019, but denies the remaining allegations in Paragraph 253 to the extent they mischaracterize the cancellations.

V. Southwest Admits that Boeing Had Failed to Install AoA Indicator Features Prior to the Lion Air Crash

254. Southwest denies the allegations in Paragraph 254.

255. Southwest admits that it made a statement on April 28, 2019, that contains the excerpted language quoted in Paragraph 255, which speaks for itself. Southwest denies the remaining allegations in Paragraph 255.

256. Southwest denies the allegations in Paragraph 256.

257. Southwest denies the allegations in Paragraph 257.

258. Southwest denies the allegations in Paragraph 258.

259. Southwest denies the allegations in Paragraph 259.

260. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 260 and therefore denies them on that basis.

261. Southwest denies the allegations in Paragraph 261 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 261 and therefore denies them on that basis.

VI. Boeing Admits that the Cost of Fixing the MCAS Was “Immaterial”

262. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 262 and therefore denies them on that basis.

263. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 263 and therefore denies them on that basis.

264. Southwest denies the allegations in Paragraph 264, including the allegation that it, “knowing that the grounding would be devastating to both Southwest and Boeing and their ongoing pricing and backstopping agreement, told no one that a redesign was needed.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 264 and therefore denies them on that basis.

265. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ allegations in Paragraph 265 and therefore denies them on that basis.

266. Southwest denies all allegations in Paragraph 266 regarding a “collusive relationship” between Southwest and Boeing. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 266 and therefore denies them on that basis.

267. Southwest denies the allegations in Paragraph 267 that it “put profits above safety.” Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs’ remaining allegations in Paragraph 267 and therefore denies them on that basis.

268. Southwest denies the allegations in Paragraph 268 that pertain to Southwest, including the allegations that Southwest “knew what was required to properly fix the MCAS, but . . . pretended that the installation of AoA Disagree Indicators—which should have been installed on MAX 8 aircraft to begin with—would somehow eliminate the risk of crash associated with an MCAS failure.” Southwest lacks the knowledge or information sufficient to form a belief about

the truth of Plaintiffs' remaining allegations in Paragraph 268 and therefore denies them on that basis.

VII. Investigations into the Causes of the Tragedies

269. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 269 and therefore denies them on that basis.

270. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 270 and therefore denies them on that basis.

271. Southwest admits that it has received a subpoena in connection with the MAX. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 271 and therefore denies them on that basis.

272. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 272 and therefore denies them on that basis.

273. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 273 and therefore denies them on that basis.

274. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 274 and therefore denies them on that basis.

275. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 275 and therefore denies them on that basis.

276. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 276 and therefore denies them on that basis, including subparts 276(a) through 276(c).

277. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 277 and therefore denies them on that basis.

278. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 278 and therefore denies them on that basis.

VIII. Boeing Admits That Its Handling of the Situation Surrounding the AoA Disagree Indicator Was a "Mistake"

279. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 279 and therefore denies them on that basis.

280. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 280 and therefore denies them on that basis.

281. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 281 and therefore denies them on that basis.

282. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' allegations in Paragraph 282 and therefore denies them on that basis.

283. Southwest denies the allegations in Paragraph 283 that pertain to Southwest, including the allegation that Southwest was "in coordination" with Boeing and "falsely touted the safety of the airplane and actively misled consumers—often using the same language." Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 283 and therefore denies them on that basis.

284. Southwest denies the allegations in Paragraph 284 that pertain to Southwest. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 284 and therefore denies them on that basis.

285. Southwest admits it reported an average passenger fare of \$151.64 (for 2018) in its annual 2018 results. Southwest denies all remaining allegations in Paragraph 285.

286. Southwest admits that it has provided financial figures to the SEC on a quarterly and annual basis and that the numbers contained in those reports are accurate. Southwest denies the remaining allegations in Paragraph 286.

287. Southwest denies the allegations in Paragraph 287, including allegations that paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statements.

288. Southwest denies the allegations in Paragraph 288, including allegations that paraphrase, mischaracterize, and fail to set forth completely the full content and context of the alleged statements.

INJURY TO AMERICAN AIRLINES TICKETHOLDERS

289. Paragraph 289 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 289 and specifically denies that anyone was injured as a result of Southwest's actions.

290. Southwest denies the allegations in Paragraph 290 that pertain to Southwest, including all allegations that Southwest is liable in any way to American Airline ticketholders or passengers. Southwest lacks the knowledge or information sufficient to form a belief about the truth of Plaintiffs' remaining allegations in Paragraph 290 and therefore denies them on that basis.

291. Paragraph 291 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 291.

292. Paragraph 292 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 292.

293. Paragraph 293 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 293.

CLASS ACTION ALLEGATIONS

294. Paragraph 294 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 294 and denies that Plaintiffs are entitled to class certification.

The Nationwide Southwest Airlines Consumer Class

295. Paragraph 295 and the footnote attached to Paragraph 295 contain legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 295 and denies that Plaintiffs are entitled to class certification.

296. Paragraph 296 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 296 and denies that Plaintiffs are entitled to class certification.

The Nationwide American Airlines Consumer Class

297. Paragraph 297 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 297.

298. Paragraph 298 and the footnote to Paragraph 298 contain legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 298 and the footnote to Paragraph 298 and denies that Plaintiffs are entitled to class certification.

299. Paragraph 299 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 299 and denies that Plaintiffs are entitled to class certification.

The California Subclass

300. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs' state-law claims have been dismissed and accordingly

Plaintiffs can no longer seek certification of a “California Subclass.” In addition, Paragraph 300 and the footnote attached to Paragraph 300 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 300 and the footnote attached to Paragraph 300.

301. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “California Subclass.” In addition, Paragraph 301 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 301.

The Florida Subclass

302. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Florida Subclass.” In addition, Paragraph 302 and the footnote attached to Paragraph 302 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 302 and the footnote attached to Paragraph 302.

303. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Florida Subclass.” In addition, Paragraph 303 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 303.

The Nevada Subclass

304. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly

Plaintiffs can no longer seek certification of a “Nevada Subclass.” In addition, Paragraph 304 and the footnote attached to Paragraph 304 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 304 and the footnote attached to Paragraph 304.

305. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Nevada Subclass.” In addition, Paragraph 305 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 305.

The New York Subclass

306. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “New York Subclass.” In addition, Paragraph 306 and the footnote attached to Paragraph 306 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 306 and the footnote attached to Paragraph 306.

307. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “New York Subclass.” In addition, Paragraph 307 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 307.

The Arizona Subclass

308. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly

Plaintiffs can no longer seek certification of a “Arizona Subclass.” In addition, Paragraph 308 and the footnote attached to Paragraph 308 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 308 and the footnote attached to Paragraph 308.

309. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Arizona Subclass.” In addition, Paragraph 309 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 309.

The Indiana Subclass

310. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Indiana Subclass.” In addition, Paragraph 310 and the footnote attached to Paragraph 310 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 310 and the footnote attached to Paragraph 310

311. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Indiana Subclass.” In addition, Paragraph 311 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 311.

The Georgia Subclass

312. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly

Plaintiffs can no longer seek certification of a “Georgia Subclass.” In addition, Paragraph 312 and the footnote attached to Paragraph 312 contain legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 312 and the footnote attached to Paragraph 312.

313. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), all of Plaintiffs’ state-law claims have been dismissed and accordingly Plaintiffs can no longer seek certification of a “Georgia Subclass.” In addition, Paragraph 313 contains legal conclusions to which no response is required. To the extent an answer is required, Southwest denies the allegations in Paragraph 313.

Numerosity And Ascertainability

314. Paragraph 314 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 314.

315. Paragraph 315 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 315.

Predominance Of Common Issues

316. Paragraph 316 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 316, including subparagraphs 316(a) through 316(r).

Typicality

317. Paragraph 317 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 317.

Adequate Representation

318. Paragraph 318 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 318.

319. Paragraph 319 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 319.

Superiority

320. Paragraph 320 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 320.

321. Paragraph 321 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 321.

322. Paragraph 322 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 322.

323. Paragraph 323 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 323.

324. Paragraph 324 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 324.

325. Southwest admits that Plaintiffs expressly disclaim any recovery in this action for physical injury resulting from the MCAS Defect, as that term is defined in Plaintiffs' Complaint. The remainder of Paragraph 325 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the remaining allegations in Paragraph 325.

REALLEGATION AND INCORPORATION BY REFERENCE

326. Southwest reasserts each of its responses to all of the preceding paragraphs including, without limitation, all recited denials. Southwest denies each and every other allegation in Paragraph 326.

CLAIMS FOR RELIEF

I. Nationwide Claims

A. Federal Claims

COUNT ONE:

Violation of 18 U.S.C. § 1962(c), The Racketeer Influenced and Corrupt Organization Act, (“RICO”) (All Plaintiffs Against Defendants Boeing and Southwest)

327. Southwest admits that Plaintiffs are attempting to bring this Count on behalf of a proposed Nationwide Southwest Airlines Consumer Class and a proposed Nationwide American Airlines Consumer Class, but denies that Plaintiffs are entitled to any relief and/or class certification.

328. Paragraph 328 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 328.

329. Paragraph 329 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 329.

330. Paragraph 330 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 330.

THE BOEING-SOUTHWEST RICO ENTERPRISE

331. Paragraph 331 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 331, including subparts 331(a) through 331(b).

332. Paragraph 332 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 332.

333. Paragraph 333 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 333.

334. Paragraph 334 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 334.

335. Paragraph 335 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 335.

336. Paragraph 336 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 336.

337. Paragraph 337 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 337.

PATTERN OF RACKETEERING ACTIVITY

338. Paragraph 338 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 338.

339. Paragraph 339 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 339.

340. Paragraph 340 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 340.

341. Paragraph 341 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 341.

342. Paragraph 342 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 342.

343. Paragraph 343 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 343, including subparts 343(a) through 343(b).

344. Paragraph 344 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 344.

345. Paragraph 345 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 345.

346. Paragraph 346 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 346.

347. Paragraph 347 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 347.

348. Paragraph 348 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 348.

349. Paragraph 349 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 349.

COUNT TWO:
Violation of 18 U.S.C. § 1962(d), The Racketeer Influenced and
Corrupt Organization Act, (“RICO”)
(All Plaintiffs Against Defendants Boeing and Southwest)

350. Southwest admits that Plaintiffs are attempting to bring this Count on behalf of a proposed Nationwide Southwest Airlines Consumer Class and a proposed Nationwide American Airlines Consumer Class, but denies that Plaintiffs are entitled to any relief.

351. Southwest reasserts each of its responses to all of the preceding paragraphs including, without limitation, all recited denials. Southwest denies each and every other allegation in Paragraph 351.

352. Paragraph 352 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 352.

353. Paragraph 353 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 353.

354. Paragraph 354 contains legal conclusions to which no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 354.

B. Common Law and State Law Claims

**COUNT THREE:
Fraud By Concealment
(All Plaintiffs Against Defendants Boeing and Southwest)**

355. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 355 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 355.

356. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 356 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 356.

357. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 357 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 357.

358. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 358 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the

extent a response is required, Southwest denies the allegations in Paragraph 358, including subparts 358(a) through 358(c).

359. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 359 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 359.

360. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 360 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 360.

361. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 361 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 361.

362. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 362 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 362.

363. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 363 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 363.

364. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 364 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 364.

365. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 365 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 365.

366. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 366 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 366.

367. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Three has been dismissed and therefore the Paragraphs relating to Count Three are no longer live allegations. Because Paragraph 367 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 367.

COUNT FOUR
Fraud By Misrepresentation
(All Plaintiffs Against Defendants Boeing and Southwest)

368. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 368 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 368.

369. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 369 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 369.

370. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 370 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 370.

371. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 371 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 371.

372. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 372 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 372.

373. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 373 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 373.

374. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Four has been dismissed and therefore the Paragraphs relating to Count Four are no longer live allegations. Because Paragraph 374 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 374.

COUNT FIVE:
Negligent Misrepresentation
(All Plaintiffs Against Defendants Boeing and Southwest)

375. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs relating to Count Five are no longer live allegations. Because Paragraph 375 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 375.

376. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs

relating to Count Five are no longer live allegations. Because Paragraph 376 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 376.

377. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs relating to Count Five are no longer live allegations. Because Paragraph 377 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 377.

378. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs relating to Count Five are no longer live allegations. Because Paragraph 378 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 378.

379. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs relating to Count Five are no longer live allegations. Because Paragraph 379 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 379.

380. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Five has been dismissed and therefore the Paragraphs relating to Count Five are no longer live allegations. Because Paragraph 380 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 380.

**COUNT SIX:
Unjust Enrichment
(All Plaintiffs Against Defendants Boeing and Southwest)**

381. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating to Count Six are no longer live allegations. Because Paragraph 381 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 381.

382. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating to Count Six are no longer live allegations. Because Paragraph 382 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 382.

383. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating to Count Six are no longer live allegations. Because Paragraph 383 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 383.

384. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating to Count Six are no longer live allegations. Because Paragraph 384 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 384.

385. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating

to Count Six are no longer live allegations. Because Paragraph 385 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 385.

386. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Six has been dismissed and therefore the Paragraphs relating to Count Six are no longer live allegations. Because Paragraph 386 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 386.

**COUNT SEVEN:
Negligence
(The Nationwide American Airlines Consumer Class Against Defendant Southwest)**

387. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seven has been dismissed and therefore the Paragraphs relating to Count Seven are no longer live allegations. Because Paragraph 387 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 387.

388. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seven has been dismissed and therefore the Paragraphs relating to Count Seven are no longer live allegations. Because Paragraph 388 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 388.

389. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seven has been dismissed and therefore the Paragraphs relating to Count Seven are no longer live allegations. Because Paragraph 389 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the

extent a response is required, Southwest denies the allegations in Paragraph 389, including subparts 389(a) through 389(d).

390. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seven has been dismissed and therefore the Paragraphs relating to Count Seven are no longer live allegations. Because Paragraph 390 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 390.

391. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seven has been dismissed and therefore the Paragraphs relating to Count Seven are no longer live allegations. Because Paragraph 391 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 391.

**COUNT EIGHT:
Negligence
(All Plaintiffs Against Defendant Boeing)**

392. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eight has been dismissed and therefore the Paragraphs relating to Count Eight are no longer live allegations. Because Paragraph 392 is no longer a live allegation, contains only legal conclusions, and is not directed at Southwest, no response is required by Southwest. To the extent a response is required, Southwest denies the allegations in Paragraph 392.

393. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eight has been dismissed and therefore the Paragraphs relating to Count Eight are no longer live allegations. Because Paragraph 393 is no longer a live allegation, contains only legal conclusions, and is not directed at Southwest, no response is

required by Southwest. To the extent a response is required, Southwest denies the allegations in Paragraph 393.

394. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eight has been dismissed and therefore the Paragraphs relating to Count Eight are no longer live allegations. Because Paragraph 394 is no longer a live allegation, contains only legal conclusions, and is not directed at Southwest, no response is required by Southwest. To the extent a response is required, Southwest denies the allegations in Paragraph 394, including subparts 394(a) through 394(e).

395. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eight has been dismissed and therefore the Paragraphs relating to Count Eight are no longer live allegations. Because Paragraph 395 is no longer a live allegation, contains only legal conclusions, and is not directed at Southwest, no response is required by Southwest. To the extent a response is required, Southwest denies the allegations in Paragraph 395.

396. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eight has been dismissed and therefore the Paragraphs relating to Count Eight are no longer live allegations. Because Paragraph 396 is no longer a live allegation, contains only legal conclusions, and is not directed at Southwest, no response is required by Southwest. To the extent a response is required, Southwest denies the allegations in Paragraph 396.

II. State Subclass Claims

A. Claims Brought on Behalf of the California Subclass

**COUNT NINE:
Violation Of The Consumer Legal Remedies Act
Cal. Civ. Code §§ 1750, *et seq.*
(The California Subclass Against Defendants Boeing and Southwest)**

397. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 397 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 397.

398. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 398 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 398.

399. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 399 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 399.

400. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 400 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 400.

401. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 401 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 401.

402. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 402 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 402.

403. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 403 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 403.

404. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 404 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 404.

405. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 405 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 405.

406. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 406 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 406.

407. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 407 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 407.

408. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Nine has been dismissed and therefore the Paragraphs relating to Count Nine are no longer live allegations. Because Paragraph 408 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 408.

COUNT TEN:
Violation Of The California False Advertising Law
Cal. Bus. & Prof. Code §§ 17500, *et seq.*
(The California Subclass Against Defendants Boeing And Southwest)

409. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 409 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 409.

410. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 410 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 410.

411. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 411 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 411.

412. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 412 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 412.

413. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 413 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 413.

414. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 414 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 414.

415. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 415 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 415.

416. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Ten has been dismissed and therefore the Paragraphs relating to Count Ten are no longer live allegations. Because Paragraph 416 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 416.

B. Claims Brought on Behalf of the Florida Subclass

**COUNT ELEVEN:
Violations Of The Florida Deceptive And Unfair Trade Practices Act (“FDUPTA”)
Fla. Stat. §§ 501.201, *et seq.*
(The Florida Subclass Against Defendants Boeing and Southwest)**

417. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 417 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 417.

418. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 418 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 418.

419. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 419 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 419.

420. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 420 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 420.

421. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 421 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 421.

422. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 422 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 422.

423. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 423 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 423.

424. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 424 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 424.

425. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 425 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 425.

426. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 426 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 426.

427. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 427 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 427.

428. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 428 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 428.

429. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 429 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 429.

430. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 430 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 430.

431. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 431 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 431.

432. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Eleven has been dismissed and therefore the Paragraphs relating to Count Eleven are no longer live allegations. Because Paragraph 432 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 432.

C. Claims Brought on Behalf of the New York Subclass

**COUNT TWELVE:
Violation of New York General Business Law ("NY GBL") § 349
N.Y. Gen. Bus. Law §§ 349 *et seq.*
(The New York Subclass Against Defendants Boeing and Southwest)**

433. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 433 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 433.

434. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 434 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 434.

435. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 435 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 435.

436. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 436 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 436.

437. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 437 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 437.

438. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 438 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 438.

439. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 439 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 439.

440. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 440 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 440.

441. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 441 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 441.

442. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 442 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 442.

443. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 443 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 443.

444. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 444 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 444.

445. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 445 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 445.

446. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 446 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 446.

447. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 447 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 447.

448. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 448 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 448.

449. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 449 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 449.

450. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Twelve has been dismissed and therefore the Paragraphs relating to Count Twelve are no longer live allegations. Because Paragraph 450 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 450.

COUNT THIRTEEN:
Violation of New York General Business Law ("NY GBL") § 350
N.Y. Gen. Bus. Law. §§ 350 *et seq.*
(The New York Subclass Against Defendants Boeing and Southwest)

451. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 451 is no longer a

live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 451.

452. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 452 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 452.

453. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 453 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 453.

454. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 454 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 454.

455. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 455 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 455.

456. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 456 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 456.

457. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 457 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 457.

458. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 458 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 458.

459. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 459 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 459.

460. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Thirteen has been dismissed and therefore the Paragraphs relating to Count Thirteen are no longer live allegations. Because Paragraph 460 is no longer a

live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 460.

D. Claims Brought on Behalf of the Arizona Subclass

COUNT FOURTEEN
Violation of the Arizona Consumer Fraud Act (“ACFA”)
Ariz. Rev. Stat. §§ 44-1521, et seq.
(The Arizona Subclass Against Defendants Boeing and Southwest)

461. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 461 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 461.

462. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 462 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 462.

463. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 463 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 463.

464. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 464 is no longer a

live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 464.

465. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 465 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 465.

466. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 466 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 466.

467. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 467 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 467.

468. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 468 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 468.

469. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 469 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 469.

470. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 470 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 470.

471. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 471 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 471.

472. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 472 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 472.

473. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 473 is no longer a

live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 473.

474. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 474 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 474.

475. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 475 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 475.

476. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 476 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 476.

477. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 477 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 477.

478. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fourteen has been dismissed and therefore the Paragraphs relating to Count Fourteen are no longer live allegations. Because Paragraph 478 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 478.

E. Claims Brought on Behalf of the Indiana Subclass

**COUNT FIFTEEN:
Violation of The Indiana Deceptive Consumer Sales Act ("IDCSA")
Ind. Code §§ 24-5-0.5-0.1, *et seq.*
(The Indiana Subclass Against Defendants Boeing and Southwest)**

479. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 479 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 479.

480. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 480 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 480.

481. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 481 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 481.

482. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 482 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 482.

483. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 483 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 483.

484. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 484 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 484.

485. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 485 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 485, including subparts 485(a) through 485(b).

486. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs

relating to Count Fifteen are no longer live allegations. Because Paragraph 486 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 486.

487. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 487 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 487.

488. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 488 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 488.

489. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 490 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 490.

490. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 491 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 491.

491. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 491 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 491.

492. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 492 is no longer a live allegations and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 492.

493. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 493 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 493.

494. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Fifteen has been dismissed and therefore the Paragraphs relating to Count Fifteen are no longer live allegations. Because Paragraph 494 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 494.

F. Claims Brought on Behalf of the Georgia Subclass

**COUNT SIXTEEN:
Violation Of The Georgia Fair Business Practices Act (“FBPA”)
Ga. Code. §§ 10-1-390, *Et Seq.*
(The Georgia Subclass Against Defendants Boeing And Southwest)**

495. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 495 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 495.

496. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 496 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 496.

497. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 497 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 497.

498. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 498 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 498.

499. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 499 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 499.

500. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 500 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 500.

501. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 501 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 501.

502. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 502 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 502.

503. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 503 is no longer a live

allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 503.

504. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 504 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 504.

505. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 505 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 505.

506. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 506 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 506.

507. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 507 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 507.

508. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 508 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 508.

509. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 509 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 509.

510. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 510 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 510.

511. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Sixteen has been dismissed and therefore the Paragraphs relating to Count Sixteen are no longer live allegations. Because Paragraph 511 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 511.

COUNT SEVENTEEN
Violation of The Georgia Uniform Deceptive Trade Practices Act (“UDTPA”)
Ga. Code. §§ 10-1-370, *et seq.*
(The Georgia Subclass Against Defendants Boeing and Southwest)

512. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 512 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 512.

513. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 513 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 513.

514. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 514 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 514.

515. Pursuant to the Court’s Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs’ Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 515 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 515.

516. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 516 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 516.

517. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 517 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 517.

518. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 518 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 518.

519. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 519 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 519.

520. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 520 is no longer a

live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 520.

521. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 521 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 521.

522. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 522 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 522.

523. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 523 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 523.

524. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 524 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 524.

525. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 525 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 525.

526. Pursuant to the Court's Memorandum Opinion and Order entered on February 14, 2020 (ECF No. 56), Plaintiffs' Count Seventeen has been dismissed and therefore the Paragraphs relating to Count Seventeen are no longer live allegations. Because Paragraph 526 is no longer a live allegation and, even it was, it contains only legal conclusions, no response is required. To the extent a response is required, Southwest denies the allegations in Paragraph 526.

PRAYER FOR RELIEF

Southwest denies each and every allegation contained in the Prayer for Relief and denies that Plaintiffs are entitled to any of the relief they purport to seek, including the relief requested in Paragraphs (A) through (J) of that section.

JURY DEMAND

Southwest denies that Plaintiffs can proceed to trial, before a jury or the Court, on any of their claims. Southwest further denies that Plaintiffs have stated and can establish and prove claims and genuine issues of material fact triable before a jury.

GENERAL DENIAL

Southwest denies all allegations and/or legal conclusions set forth in Plaintiffs' Complaint that have not previously been specifically admitted, denied, or explained.

AFFIRMATIVE DEFENSES AND OTHER SPECIFIC DEFENSES

1. In an abundance of caution, each of the following matters below is affirmatively pleaded subject to the following conditions: Southwest pleads these defensive matters to the extent

that it is legally or procedurally necessary to affirmatively plead each of them, but in all instances (a) without waiving or altering Plaintiffs' burden to prove each and every element of their causes of action against Southwest as required by law; and (b) without altering, conceding, or assuming any burden of proof on the part of Southwest.

2. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' Complaint fails to state any claim or cause of action upon which relief can be granted against any Defendant.

3. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs lack Article III standing and subject matter jurisdiction to assert their claims and have suffered no injuries or damages cognizable under the law and fairly traceable to the alleged action of any Defendant.

4. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs are unable to satisfy each and every element of their RICO claims.

5. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs lack RICO standing to assert their RICO claims and have suffered no RICO injuries or damages cognizable under the RICO statutes.

6. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs cannot prove the conclusive financial injury required for RICO.

7. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs cannot prove proximate or but-for causation under RICO.

8. Plaintiffs' claims are barred, in whole or in part, because no cognizable RICO enterprise or association-in-fact exists.

9. Plaintiffs' claims are barred, in whole or in part, because Southwest is not part of or associated with, nor did it conduct or participate in, any RICO enterprise or association-in-fact.

10. Plaintiffs' claims are barred, in whole or in part, because no cognizable RICO conspiracy exists and because Southwest is not part of any RICO conspiracy.

11. Plaintiffs' claims are barred, in whole or in part, because Southwest cannot form a RICO enterprise or conspire with, or constitute a distinct RICO person with respect to, its own employees and agents.

12. Plaintiffs' claims are barred, in whole or in part, because Southwest is not liable for any acts allegedly committed by Boeing.

13. Plaintiffs' claims are barred, in whole or in part, because Southwest cannot be held jointly and severally liable, vicariously liable, or liable under any doctrine of imputed or secondary liability.

14. Plaintiffs' claims are barred, in whole or in part, because Southwest itself has been subject to, a victim of, and has suffered from the adverse effects of the alleged facts and events giving rise to this action.

15. Plaintiffs' claims are barred, in whole or in part, because Southwest is not liable for any acts attributable to the FAA and any other third party.

16. Plaintiffs' claims are barred, in whole or in part, because Southwest has not committed and is not liable for any of the predicate acts to a RICO claim including, without limitation, mail or wire fraud.

17. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have failed to allege with particularity the circumstances constituting fraud.

18. Plaintiffs' claims are barred, in whole or in part, because of the absence of the required knowledge, intention, or mens rea.

19. Plaintiffs' claims are barred, in whole or in part, because they are predicated on alleged fraud committed against third parties and non-Plaintiffs, including without limitation the FAA and the market generally.

20. Plaintiffs' claims are barred, in whole or in part, because Southwest has not committed or conspired to commit any "racketeering activity" as defined under federal law.

21. Plaintiffs' claims are barred, in whole or in part, because Southwest has not committed or conspired to commit a pattern, or two or more acts, of "racketeering activity" as defined under federal law.

22. Plaintiffs' claims are barred, in whole or in part, because any alleged injuries or damages suffered by Plaintiffs were not by reason of or the direct or proximate result of actions by Southwest.

23. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs are responsible, in whole or in part, for any injuries or damages for which they seek recovery from Southwest.

24. Plaintiffs' claims are barred, in whole or in part, because of Plaintiffs' own comparative fault.

25. Plaintiffs' claims are barred, in whole or in part, because they are the result of or caused by an act, omission, or fault of or by an intervening or superseding act of some person, entity, or third party other than Southwest and/or for whom Southwest is not legally responsible.

26. Plaintiffs' claims are barred, in whole or in part, because of the doctrine of setoff or offset.

27. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' claimed damages are non-existent, too speculative, impossible to ascertain or allocate, and/or too remote to permit an award of damages against Southwest.

28. Plaintiffs' claims are barred, in whole or in part, because of Plaintiffs' failure to mitigate their damages.

29. Plaintiffs' claims are barred, in whole or in part, because of the doctrines of estoppel, waiver, ratification, laches, unclean hands and by the applicable statutes of limitations and/or repose and other related doctrines and principles and by Plaintiffs' inequitable conduct, lack of diligence, delay, and inattention to pursuing such claims.

30. Plaintiffs' claims are barred, in whole or in part, because of contractual defenses and/or contractual affirmative defenses, including, without limitation, waiver, including, specifically, waiver of any right to assert their claims as part of a class action lawsuit, release, disclaimer of reliance, assumption of risk, limitations on liability, accord and satisfaction, and full compliance.

31. To the extent Plaintiffs obtain recovery in any other case predicated on the same factual allegations, Plaintiffs' claims are barred, in whole or in part, pursuant to the doctrines of res judicata and collateral estoppel, and the prohibition on double recovery for the same injury.

32. Plaintiffs' claims are barred, in whole or in part, because their claims are precluded and/or preempted by federal or other laws or regulations having the force of law.

33. Plaintiffs' claims are barred, in whole or in part, because of the doctrines of primary jurisdiction and exclusive jurisdiction.

34. Plaintiffs' claims are barred, in whole or in part, because of the economic loss rule and/or independent duty doctrine.

35. Plaintiffs' claims are barred, in whole or in part, because their proposed classes are not capable of being certified under the Federal Rules of Civil Procedure.

36. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs seek to improperly assert, and are barred from asserting, a private right of action under 49 U.S.C. 41712 and other laws, statutes, and regulations for which no private right of action is recognized.

37. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not alleged and cannot demonstrate that any Defendant owed and violated a duty of disclosure to Plaintiffs.

38. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not alleged and cannot demonstrate a duty of disclosure owed and violated that permits a private right of action.

39. Plaintiffs' claims are barred, in whole or in part, because any claims for punitive or exemplary damages are subject to the limitations and constraints of the Due Process Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and/or applicable limitations under the Texas Constitution and/or statutes of Texas.

40. Plaintiffs' claims are barred, in whole or in part, because punitive, exemplary, or statutory treble damages should not be imposed in this case unless Plaintiffs are able to prove their case both by clear and convincing evidence and beyond a reasonable doubt. Failure to include this higher burden of proof in connection with assessing punitive, exemplary, or statutory treble damages constitutes a deprivation of property without due process, contrary to the Fifth and/or Fourteenth Amendment to the United States Constitution.

41. Plaintiffs' claims are barred, in whole or in part, because Southwest has a right to exercise free speech including, without limitation, all speech made to the public, under the First Amendment to the United States Constitution and/or applicable provisions of the Texas Constitution and/or statutes of Texas.

42. Southwest hereby incorporates by reference any other applicable defenses and affirmative defenses asserted and proved by any other Defendants, including Boeing, or otherwise demonstrated by the evidence presented to the Court.

43. Southwest hereby gives notice that it intends to rely upon any additional affirmative defenses that become available or apparent during discovery and thus reserves the right to amend its Answer, including to assert such defenses or claims as well as to delete affirmative defenses as discovery proceeds, subject to any requisite leave of the Court.

REQUEST FOR RELIEF

Wherefore, Southwest respectfully requests judgment ordering that Plaintiffs take nothing by their claims, dismissing with prejudice all counts in Plaintiffs' Complaint, and awarding Southwest its costs and attorneys' fees incurred in defending this action, as well as all other and further relief to which Southwest may show itself to be justly entitled.

Dated: March 13, 2020

Respectfully submitted,

NORTON ROSE FULBRIGHT US LLP

/s/ Michael A. Swartzendruber

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***ATTORNEYS FOR DEFENDANT
SOUTHWEST AIRLINES CO.***

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2020, a true and correct copy of the above was served via email through the Eastern District of Texas's CM/ECF system.

/s/ Geraldine W. Young
Geraldine W. Young